

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

M/s.  
India

TENDER NOTICE NO.: DCO6445P10/BD

Date: 08.01.2010

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/Firms for the under mentioned work:

DESCRIPTION OF WORK/ SERVICE.	LOCATION	CONTRACT PERIOD	i)Bid Closing/ Opening date ii)Earnest money deposit
Hiring of 03 (three) nos. of bowsters with self loading and unloading facilities for transportation of Low Wax Crude (LWC) to well site for Assam field.	ASSAM FIELD	Two years extendable by another one year.	16.02.2010 35,000.00 (RUPEES THIRTY-FIVE THOUSAND ONLY)

- a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt  
No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_
- b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
- c) Conditional/Non Conditional offer as per letter attached.

2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the

Head-Contracts  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
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All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccessful tenderers, but is liable to be forfeited in full or part, at Company's discretion , as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

The bids are to be submitted in duplicate. (One in original and one photocopy of the original).

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at Head-Contracts's office before any attending tenderers.Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason,the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be

considerated to be correct.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a withdrawal letter is recived from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The tender must be valid for 180 ( One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional tenders are liable to be rejected at the discretion of the Company.

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed

and copies Service Tax and Central Excise Registration Certificate.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

14.0 The amount of retention money shall be released after 6 (six) months from the date of completion certificate from the concerned department.

15.0 The work shall have to be started within seven days from the date of work order.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

#### 18.0 DISCOUNTS / REBATES.

1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

#### 19.0 BACKING OUT BY BIDDER

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

#### 20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

#### 21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

SR. MANAGER CONTRACTS  
For HEAD-CONTRACTS

OIL INDIA LIMITED  
 (A Govt. of India Enterprise)  
 Contracts Department,  
 Duliajan, DISTRICT: DIBRUGARH  
 ASSAM, PIN: 786602

WORKS CONTRACT

DCO6445P10/BD

DESCRIPTION OF WORK/SERVICE :-

Hiring of 03 (three) nos. of bowzers with self loading and unloading facilities for transportation of Low Wax Crude (LWC) to well site for Assam field.

GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam ( hereinafter called Company ) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners /proprietor under the firm name and style of M/s. \_\_\_\_\_ with the main Office at \_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid ( hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at \_\_\_\_\_ .

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be

demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts :-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The Contractor must complete the work within 104 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_

\_\_\_\_\_ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, upto the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work . Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition ) Act.

12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

17. The Contractor shall deploy local persons in all works.

18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

20. Special Conditions

a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

#### 21. ARBITRATION :

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration : DULIAJAN .

#### 22. FORCE MAJEURE :

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

#### 23. LB VERIFICATION REPORT AND SECURITY REVIEW :

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

#### 25. SET OFF CLAUSE :-

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

#### 26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

#### 27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value .

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :-

SIGNED & DELIVERED FOR AND

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Contractor

4

Company

ON BEHALF OF

(Signature of Contractor or his legal Attorney)

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----- by the hand

-----  
(Full Name of Signatory)

of -----  
its Partner/Legal Attorney

-----  
(Seal of Contractor's Firm)

And in presence of

-----  
(Signature of witness)

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Date : \_\_\_\_\_

-----  
(Full Name of Signatory)

Address:

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(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date \_\_\_\_\_

OIL INDIA LIMITED  
 (A Govt. of India Enterprise)  
 Contracts Department,  
 Duliajan, DISTRICT: DIBRUGARH  
 ASSAM, PIN: 786602

**WORKS CONTRACT**

Tender No. DCO6445P10/BD

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	Fixed Charge	Months	72.000		
20	Running charge	Kilometer	252,000.000		
30	Overtime of Driver for working beyond 12 hrs. per day	Hours	4,320.000		
40	Overtime of Helper for working beyond 12 hrs. per day	Hours	4,320.000		
				Total Amount(Rs):	

Note :- Bidder must include all liabilities including statutory liabilities in their quoted rates.

OIL INDIA LIMITED  
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 Duliajan, DISTRICT: DIBRUGARH  
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## WORKS CONTRACT

### Special Conditions of Contract(SCC)

Tender No.: DCO6445P10/BD

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#### **SPECIAL TERMS & CONDITIONS :**

1.0 Definitions and conditions governing the services in this contract, unless the context otherwise requires.

1.1 "AGREEMENT" means this service Agreement.

1.2 "POL" means crude oil and condensate.

1.3 "WORK" or "SERVICE" means each and every activity required for the successful performance of this contract.

1.4 "TANKER OR BOWSER" means self propelled transport tanker(s)/ browser(s) on which a certified calibrated tank is mounted for the purpose of transportation of POL by road.

1.5 "LOADING POINT" means point where arrangement for loading in the tanker is provided by the Company.

1.6 "UNLOADING POINT" means point where arrangement for emptying the loaded tanker is provided by the Company.

1.7 "BASE STATION" means the station/space provided by the company, where the tanker(s)/ bowser(s) shall be permanently based/ parked. In case of non-availability of Company provided base station/operational exigencies Contractor's has to arrange base station, within 2 Km of the unloading station.

1.8 "BREACH OF CONTRACTUAL OBLIGATION" means amongst others also the following :

- i) Carriage of unauthorised passengers/materials other than crude oil/condensate in the tankers/ bowsers by the Contractor while under this Agreement with the Company.
- ii) Unauthorised use of the tanker(s)/ bowser(s) when released to the Contractor for repairing/servicing.
- iii) Withdrawal of hired tanker(s)/bowser(s) from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer and
- iv) Failure of the Contractor to place the tanker(s)/ bowser(s) for periodic inspection as per schedule as directed by Company Engineer.
- v) Failure to park the tanker(s)/bowser(s) after release on close of working hours at Company's approved Base Station.

1.9 "COMPANY" means Oil India Limited

1.10 "COMMENCEMENT OF SERVICES" means the date of placement of the first bowser/ tanker under this Agreement.

1.11 "COMPANY ENGINEER" means the following :

i) General Manager (Production-Oil) or his nominee in case of the following events:

- a) Normal day-to-day operation of service after placement under the department
- b) Release of bowser(s) for maintenance/inspection/fuelling
- c) Instruct Contractor to replace by more suitable hand of divers/crews engaged for operating the bowser(s)
- d) Allotment of daily duties and timing of reporting and release
- e) Authentication of monthly kilometerage statement-cum-bill
- f) Determination of shutdown or standby, liquidated damages and penalties for default of breach of contract.
- g) Release of bowser(s) and termination of this Agreement in case of complaints as to its deteriorated mechanical conditions.
- h) Initial placement of bowser(s) with a user department of the Company.
- i) Release of bowser(s) upon conclusion of this Agreement.
- j) Assessment of time to be allowed for repair in case of accident.
- k) Initial and subsequent inspection of tanker(s)/ bowser(s).
- l) Scrutiny of documents regarding contractor's compliance with the requirements under this Agreement for permits, licenses, employee's roster etc.
- m) Determination of instances of shutdown or standby due to Force majeure, Bundhs etc.

ii) Chief manager (Contracts) in case of the following events :

- a) Release/forfeiture of Security Deposit/ Earnest Money Deposit.
- b) Any dispute under this Agreement as to the Contractor's obligations or otherwise.
- c) Defaults or otherwise in case of dispute by the contractor.

iii) Chief Engineer (Transport) or his nominees in case of the following events:

- a) Initial and subsequent inspection the bowser(s)/ tanker(s).
- b) Scrutiny of the documents, regarding contractor's compliance with the requirements under agreement for permits, licences etc.

1.12 "DUE DATE OF PLACEMENT" means the date stipulated in the contract for placement of bowsers/ tankers.

1.13 "DETERIORATED CONDITION OF TANKER(S)/BOWSER(S)" means any tanker(s)/bowser(s) found not acceptable to Company Engineer after mechanical inspection or/ and tanker(s)/ bowser(s) found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/ and tanker(s)/ bowser(s) which is /are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and/ or tanker(s)/ bowser(s) refused by the Company Engineer/user department as being unfit.

1.14 "DAILY LOG BOOK" means the format annexed vide proforma-I hereof as may be certified by the Company Engineer on a day-to-day basis during the tenure of this Agreement.

1.15 "DRIVER" means an individual possessing sound mental and physical health who must be in possession of Professional Driving License, explosive carrying license and PSV badge (to drive the tanker(s)/ bowser(s)s under this Agreement) issued by the Regional Transport Authority, having jurisdiction over the area of operations of the Company, who is engaged by the Contractor and provided with the service envisaged under this Agreement, cost whereof included in the Contract costs.

1.16 "DEFAULT" means any of the following omissions or commissions by the Contractor or his/her crew, which will lead to shutdown of tanker(s)/ bowser(s) and/or breach of contractual obligations :

- a) Delay in initial placement of tanker(s)/ bowser(s) beyond the stipulated date.
- b) Unsuitability of the Driver or Attendant and/or working crew.
- c) Drunkenness and intoxication of the driver and/or the Attendant/ crew.
- d) Non-availability of tanker(s)/ bowser(s) due to any reason, whatsoever, including but not limited to the conditions mentioned below:
  - i) Deteriorated mechanical condition of the tanker(s)/ bowser(s) and/or breakdown.
  - ii) Due to inadequate routine maintenance.
  - iii) Time taken for routine serving/maintenance in any particular month in excess of time allowed for such maintenance in any month.

- e) Non-possession of the valid permits and licenses for the crew and tanker(s)/ bowser(s).
- f) Non-supply of fuel.
- g) Not having refueling arrangement for the bowsers from the petrol pump near the respective Bowser Unloading Stations (BUS)
- h) Delay in placement of tanker(s)/ bowser(s) on any day as per the instruction of the Company Engineer and/or unauthorised and un-timely release of tanker(s)/ bowser(s) on any day without prior permission and authorization from the Company /engineer during the tenure of this Agreement.
- i) If the Contractor bases the tanker(s)/ bowser(s) at a station other than the stipulated Base Station without the authorization of the Company Engineer.
- j) Non-availability of tanker(s)/ bowser(s) due to defects detected upon periodic inspection/tests by the Company.
- k) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
- l) Non-availability of tanker(s)/ bowser(s) or crew when required by the Company Engineer.
- m) Failure on the part of contractor to discharge his/ her obligations as set out in Clause 4.0 hereof and/ or failure on part of the contractor to abide with particular instructions as set out in clause 5.0 hereof and/or failure on part of the contractor to obey the instructions of the company engineer as set out in clause 6.0 hereof.
- n) Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of tanker(s)/ bowser(s)/ crew when the Company's operations are normal :
- p) Non-availability of Bowser services due to stoppage of work/ strikes by Contractor or his/her crew for any reason whatsoever.

1.17 "INSPECTION" means initial/ periodic inspection carried out by the Company Engineer to ascertain road-worthiness of the tanker(s)/ bowser(s). The Company's decision in this regard shall be final.

1.18 "INSURANCE" means comprehensive insurance of the tanker(s)/ bowser(s) and shall include insurance of the crew.

1.19 "LICENCE AND PERMITS" means any and all of the following, which must be valid and updated periodically by the Contractor to the satisfaction of the Company.

- a) Professional driving license(s), explosive carrying licence and P.S.V. badge(s) for the driver(s).
- b) Registration Book(s) with endorsement of Road Tax.
- c) Permits for plying the tanker(s)/ bowser(s) for commercial purpose as may be required.
- d) Road permits
- e) Road Fitness Permit(s).
- f) Tank Calibration Certificate
- g) Inner line permit(s) for A.P.
- h) Pollution Control Certificate.
- i) Comprehensive insurance certificate(s).
- j) Explosive license
- k) Any other as required under law in force.

1.20 "LEAVE" means Annual Leave to be granted to the Crew who are employees of the Contractor as per the stipulations of the Motor Transport Workers Act, 1961 as may be in force from time to time.

1.21 "CREW" means the driver and other personnel to be employed in each of the tanker/ bowser as deemed fit by the Contractor for smooth running of the service in respect of whom payment shall be made as per the rates in force under 'The Minimum Wages Act' from time to time.

1.22 "PENALTY" means the amount payable by the Contractor in the event of breach of Contract which shall be as per clause- 1.3 of BEC/ BRC. Penalty shall be levied irrespective of whether such breach resulted in a shut-down or otherwise. In addition no payment shall accrue to the contract in the event of breach of contract leading to penalty.

1.23 (I) FIXED CHARGE PER DAY means fixed charge which will be inclusive of rental, all applicable taxes & duties, insurance, wages and other emoluments of driver(s)/helper(s) and other operation staff/ crew inclusive of relief driver(s)/ Helper(s) and other operating staff/crew, which the contractor will have to engage and provide at all times essentially for the continuous operation of the services engaged. The contractor shall have to ensure full compliance with motor tanker(s)/ bowser(s) acts 1988 and Motor Transport Workers Act 1961 and the rules framed thereunder all applicable statutory acts as may be in force time to time governing the engagement of the staff, their conditions of service which must include minimum wages as per the aforesaid acts, statutory/weekly off, holidays, overtime, annual leave, uniforms etc. No other separate charges on such accounts will be payable by the company at any point of time during the tenure of the contract and same, if any, shall have to be borne entirely by the contractor. The fixed charge payable under this agreement shall be deemed to be inclusive of all payments to be borne by the contractor on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this agreement due to revision in the Minimum wages Act as applicable shall be borne solely by the contractor and deemed to be included in the fixed charge per month.

II) RUNNING CHARGE PER KILOMETRE means the rates for running the bowser and shall be deemed to include all the expenditure of the contract viz. Cost of fuel & consumables like lubricants, tyre/ tube, battery and other maintenance expenditure including accessories involved including taxes towards operation of the tanker(s)/ bowser(s).

1.24 "STATUTORY ACTS" means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following.

- a) The Motor tanker(s)/ bowser(s) Act, 1988.
- b) The Motor Transport Worker's Act, 1961
- c) The Contract Labour (Regulations & Abolition) Act, 1970.
- d) The Minimum Wages Act, 1948.
- e) The Employees Provident Fund & Miscellaneous Act, 1952.
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order Act, 1946
- j) Inter-state Migrant Workmen 9Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936
- l) Any other Act as applicable from time to time.

The Contractor shall be solely responsible for compliance with all statutory act at all time during the tenure of the service Agreement.

1.25 "SHUT DOWN" means disruption/ non-availability of the Service due to any of the defaults.

1.26 "SHUT DOWN" shall also mean the non-availability of the service due to an accident.

1.27 "STATUTORY OFF" means the off day per week or the compensatory off day in lieu thereof which the Contractor is required to give to his/her/their operating crew as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost.

1.28 "TAXES AND DUTIES" means Road Tax, Fitness Fee, Road permit Fee, Registration Fee, Inter-State Permit Fee, Service tax, VAT for tanker(s)/ bowser(s) and crew etc. as may be due and payable by the Contractor entirely at his/ her own cost towards operation of the services envisaged under this Agreement.

1.29 The Contractor shall be entitled to reimbursement towards any increase in taxes and duties as (except Income Tax) incidence during the duration of the Agreement over th statutory applicable rate on the Bid opening date subject to furnishing relevant documentary evidence of such increase in payment.

1.30 Deduction of Tax at source shall be made from the Contractor's payment towards operation of the services envisaged under this Agreement at the rates as may be in force from time to time under the Income Tax Act, 1961 & VAT or any other Act where requires deduction of tax at source which may be in force from time to time.

1.31 "STAND BY" means the allowable time which will be considered as service availability period subject to the following conditions only and during these period daily fixed charges are payable.

Payable fixed charge although the services are not available due to the following:

i) For maintenance up to 48(Forty Eight) hours per month, counted from the beginning of the month and duly certified by the company engineer that the shut down was due to maintenance of the tanker(s)/ bowser(s). This facility will be limited to maximum of 4(Four) instances in a calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and penalty will be imposed as per clause No 1.3 of BRC / BEC. Accumulation of the maintenance period shall not be allowed beyond a calendar month.

ii) Re-fuelling time for the tanker(s)/ bowser(s) which shall not be more than 30(Thirty) minutes and not involving more than 10(ten) km at any instance subject to a maximum of 8(Eight) re-fuelling in a calendar month. In exceptional cases where running of the tanker(s)/ bowser(s) is/ are more than 3500(Three Thousand Five hundred) km/month, the Company Engineer of the user department will determine the additional no. of re-fuelling required.

## 2.0 DESCRIPTION OF WORK

2.1 The Contractor shall agree and undertake to carry out the service by deploying the required no. of bowsers of model not earlier than 01.01.2004 (as mentioned in Clause NO. 1.2.5 of BRC) in the area of operations of the Company as per the instructions of the Company Engineer during the tenure of the contract which shall be 2 (two) years from the date of placement of the first tanker/ bowser.

2.2 All work performed by the Contractor shall be continuous, on day-to-day basis.

2.3 Contractor shall provide the service with tanker(s)/ bowsers and shall be responsible for all actions necessary for day-to-day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this Agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

2.4 The rates accepted by the Contractor are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/ her drivers, crew and other staff as per the provisions of the Motor tanker(s)/ bowser(s) Act, 1988 AND OTHER Statutory Acts. The rates stipulated shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.

2.5 The Contractor shall supply and maintain the services of all tankers/ bowsers EVERY DAY with Drivers, Attendants, Helpers (wherever applicable) as may be required by the Company.

2.6 The contractor shall hereby undertake to pay to his/ her crew/ staff at a rate of Rs.8000.00 ( Rupees eight thousand only) to the driver and Rs.3500.00 ( Rupees three thousand five hundred only) as per the MOS signed by the Motor Workers' Union and Duliajan Trade and Transport Contractor's Association in presence of OIL. The Contractor further undertakes to pay all his/her/their operating staff working under this Agreement the due wages in time including any arrears of wages which may arise due to amendments in future of the above mentioned MOS.

2.7 The Contractor undertakes to place the tankers/ bowsers within the due date of placement. Otherwise penalty will be levied to the contractor for late placement of bowser at the rate of non-availability/ shut down of bowser.

## 3.0 MANNER OF CONDUCTING WORK:

3.1 The Contractor shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the Company in the area of its operations.

#### 4.0 OBLIGATIONS OF THE CONTRACTOR.

4.1 The Contractor shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.

4.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of tankers/ bowzers or operations of the services envisaged under this Agreement including liability under the Statutory Act or any other liability as may arise due to operation of this Agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Contractor only and shall be his/ her sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/ her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this Agreement in the area of operations of the Company.

4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/ workmen employed by the Contractor for the services rendered under this Agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/ workmen employed by the Contractor will be solely against the Contractor and not against the Company. Any demand by the employees deployed by the Contractor against the services envisaged under this Agreement shall have to be settled and satisfied by the Contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

4.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognized or un-recognized unions of such employees. It shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/ her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.

4.5 Any unsettled disputes between the Contractor and his/ her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. Any failure on the part of the Contractor to settle the disputes expeditiously which results in interruption of the services envisaged under this Agreement would be considered as a default under this Agreement and the Agreement would be terminated at the discretion of the Company. The Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/ her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

4.6 If the tanker/ bowser is not available for duty due to driver's and helper's strike, the tanker/ bowser will be treated as shut-down for the period of strike.

4.7. If bowser transportation service of any tanker/ bowser is stopped due to any Local Environmental Problem, the contractor will have to take necessary action immediately to solve the problem and lodge FIR in the nearest Police Station of the incident.

4.8 The Contractor shall ensure that the tanker(s)/ bowser(s) deployed under this service Agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final.

4.9 The Contractor will park the tanker(s)/ bowser(s) at the Base Station at the end of the day's work on round the clock basis with ready availability of the services of the crew in such a manner that the bowser(s) can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer. The Contractor found violating this will be liable for breach of Contract.

4.10 The Contractor must place the tanker(s)/ bowser(s) for duties in time on any particular day as per the instructions of the Company Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorised release of tanker(s)/ bowser(s) before completion of the normal duty hours, the tanker(s)/ bowser(s) shall be treated as shut down and will attract the penalty for each such failure.

4.11 The Contractor shall keep the tanker(s)/ bowser(s) roadworthy throughout the contract period by complying with the statutory requirement, failing which the tanker(s)/ bowser(s) will be treated as shut down.

4.12 The Contractor should ensure that the Driver(s)/ Helper(s)/ Attendants (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/ crew as per the requirements of the Company Engineer. In the event of failure to do so, the tanker(s)/ bowser(s) shall be treated as shut down, in which case the penalty shall be deducted from the Contractor.

4.13 The Contractor must maintain a register incorporating particulars with the names of the drivers/ helpers/ crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days, holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Contractor will be required to submit a certificate to the Company every month along with the Monthly kilometrage Statement-cum Bill in the format set out in Proforma-III annexed herewith to the effect that all statutory requirements effecting the operations of the service under this Agreement under various Statutory Acts have been complied with.

4.14 The contractor shall undertake only journeys authorised by the Company Engineer. Any unauthorised journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Contractor on any account whatsoever.

4.15 The Contractor would be required to submit the statement of payments made to his/ her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.

4.16 The Contractor shall operate the service envisaged under this agreement in an efficient manner as per the instructions of the Company Engineer. The contractor shall abide by the Company Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.

4.17 Contractors will be required to arrange entry passes for the drivers/ helpers/ Supervisor(s) employed by him and for himself from CISF for entering into OIL Operational Areas.

4.18 Contractors will be required to make refueling arrangement for the bowsers from the petrol pump near the respective Bowser Unloading Stations. For this purpose Re-fuelling time for the tanker(s)/ bowser(s) shall not be more than 30(Thirty) minutes as stipulated in clause no. 1.31 (ii).

#### 5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:

5.1 The contractor shall instruct his/ her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any breach of law due to violation of the speed limits shall have to be redressed by the Contractor entirely at his/ her own cost.

- 5.2 The bowser(s)/ tanker(s) to be engaged for this service must conform to the specifications described in the Contract Agreement.
- 5.3 The Contractor must ensure timely renewals of all licenses and permits within the due dates. Otherwise bowser(s)/ tanker(s) will be treated as shut-down and penalty will be levied as per the agreement.
- 5.4 The Contractor shall provide at his/ her own cost the accommodation/ housing for his/her employees, sheds for repairing and servicing of tanker(s)/ bowser(s), land/ garages for parking of the tanker(s)/ bowser(s) (wherever applicable in and around the base station).
- 5.5 The tanker(s)/ bowser(s) must be maintained in first class road worthy condition along with uniform standards of safety as initially provided for at the time of acceptance of the tanker(s)/ bowser(s) on the date of placement.
- 5.6(a) Speedometer and kilometreage reading must be maintained at a high standard of accuracy. Any defects noticed by the Company Engineer at the initial and subsequent periodical inspection must be rectified forthwith by the Contractor at his/ her own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company Engineer. The Company's decision in this regard shall be final and binding on the Contractor.
- 5.6(b) Monthly payments shall accordingly be regulated according to the corrected readings.
- 5.7 All employees of the Contractor who are deployed under this service Agreement must observe the security and safety rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from security considerations must be replaced by the Contractor.
- 5.8 All tanker(s)/ bowser(s) must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Contractor entirely on his/ her own cost.
- 5.9 The Contractor shall furnish together with related power of attorney the names and specimen signature(s) of the authorised representative(s) who will be overall in charge of the Contractor's organization to carry out its obligations including preparation of bills, receipts of cheques etc.
- 5.10 The normal duty hours for the crew of the bowsers (tanker) will be 12 hours. However depending upon company's requirement his/her crew have to work beyond 12 hours for which overtime will be paid as per the rate.
- 5.11 At the time of placement of the tanker(s)/ bowser(s), the Contractor must furnish to the Company the name(s) of the Driver(s), Helper(s), crew as may be applicable together with particulars of their driving license(s), Petroleum product carrying licence(s) etc. In case any changes are made in the crew deployed under this Agreement at any time during the tenure of this contract, the Contractor must notify the Company in writing detailing the reasons for replacement and furnish similar particulars as required hereof in respect of the replacement(s). However the replacement crew shall be subjected to approval of the Company. For reliever driver /helper ,when the actual driver /helper is absent on account of leave ,sick etc prior permission must be taken from the company submitting all the documents regarding driving licence (including petroleum product carrying licence).
- 5.12 The contractor will be responsible for supervision of the entire job of transportation from loading point to the unloading point during the tenure of the contract.
- 5.13 The contractor must maintain office complex having telephone facilities at DULIAJAN enabling the Company to contract the Contractor at any time throughout the contractual period.
- 5.14 The Contractor must instruct their authorised representatives and drivers to cooperate with the Company's vigilance personnel as and when required.
- 5.15 In addition to the vigilance personnel, CISF or Company's personnel may check the bowser/ tankers at any

time while loading, unloading & during transportation. The Contractor or his representative should have no objection for such checks

#### 6.0 RIGHTS OF COMPANY ENGINEER:

6.1 The Company Engineer shall upon initial placement of tanker(s)/ bowser(s) duly check the mechanical as well as physical parts along with all the relevant documentation before accepting it for the services under Agreement. Such inspection/ test shall be carried out entirely at the Contractor's risk and cost. Any tanker(s)/ bowser(s) found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company Engineer.

6.2 The Company Engineer shall arrange for allocation of the tanker(s)/ bowser(s) duty to the various loading & unloading points.

6.3 The Company Engineer shall have power amongst others as follows:

- (i) Fix the normal duty hours/ timings of the Contractor and regularly monitor the same.
- (ii) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- (iii) Instruct the Contractor to replace by another suitable person(s) if any of his/ her crew engaged for running/ operating the tanker(s)/ bowser(s) or for general management of the service is found unsuitable for the job. Company shall not be responsible or liable in the event of any action by the Contractor against his/ her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- (iv) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
- (v) Refuse the services of any tanker(s)/ bowser(s) found in deteriorated conditions and advise the Contractor to rectify the defects or arrange for replacement till such default is remedied.
- (vi) Instruct the Contractor to utilize the services beyond the stipulated hours of service.
- (vii) Instruct the contractor to undertake authorised journeys to specified destination(s).
- (viii) Undertake periodic inspection of the tanker(s)/ bowser(s) as per programme as may be decided by him/ her. Such inspection shall be carried out in the presence of the Contractor or in presence of his/ her authorised representative. Such inspection /test carried out by the Company shall be at the Contractor's cost and risk.
- (ix) Instruct the Contractor to rectify the defects or renewal of the documents revealed upon periodic inspection /test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
- (x) Instruct the Contractor to remove the tanker(s)/ bowser(s) from the service under this Agreement in respect of which defects have been found upon periodic inspection till the time of rectification of the defects.
- (xi) Check the speedometer and kilometer readings and notify any defects and determine any correction factor on the kilometreage statement-cum-bill in case the speedometer and kilometer readings are found to be defective.
- (xii) Company Engineer shall clearly indicate the total shut down hours in a month due to shut down with reason in the monthly statement which will be treated as final for determining penalty, if any.

6.4 The Contractor shall at all time obey the instructions of the Company Engineer and ensure compliance of the above mentioned orders and instructions.

#### 7.0 SECURITY DEPOSIT :

7.1 The Contractor shall pay to the Company within 10 days of the receipt of letters of intent a security deposit of Rs. ----- per tankers/ bowsers in the form of a Demand Draft/ Banker's Cheque/ Bank Guarantee from a Nationalised Bank valid for the full tenure of the contract, plus 3(Three) months payable in favour of OIL INDIA LIMITED, DULIAJAN as a guarantee against timely placement of all tanker(s)/ bowser(s) in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the Agreement. This security deposit shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract after deduction/ recovery, if any.

7.2 The security deposit shall be forfeited in case of the occurrence of the following events:

(a) In case of delay in timely placement of tanker(s)/ bowser(s) as per the Agreement in full or part at the sole discretion of the Company. The forfeiture of security deposit in this instance shall be limited to 4% (Four percent) per week of delay per tanker(s)/ bowser(s).

(b) In case of any event occurring as envisaged in Clause-9.1 hereof,

AND/OR

(c) In case of any event occurring as envisaged in Clause-10.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall

(d) In case premature termination due to default or breach of contract by the Contractor.

7.3 In the event of any occurrence as envisaged in Clause -8.2(a), (b) & (c), the Contractor will have to furnish additional security deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Contractor to comply with this would liable for termination of this agreement whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeited of the entire security deposit. The Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

7.4 The Contractor shall commence regular and continuous service by placing the tanker(s)/ bowser(s) as per this Agreement on and with effect from the due date of placement. Any delay in placement of tanker(s)/ bowser(s) for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of security deposit as stipulated hereof without prejudice to any other rights of the Company reserved in this Agreement.

7.5 The Company reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence operation within the stipulated period.

#### 8.0 LIQUIDATED DAMAGE (LD) :

8.1 The contractor shall compensate the company if there is a loss of crude oil/ petroleum product during transit. The amount of such loss will be recovered at the prevailing rate of petroleum product being transported on pro-rata basis from the Contractor's outstanding bills.

8.2 In case the contractor tanker is met with an accident damaging the life and property of 3rd party in addition to loss of POL wholly or partly, the contractor shall sort out the matter immediately with the 3rd party and settle all the dues at the earliest. For the accident case, (which is to be substantiated by proper Police Report and MVI Report) loss of petroleum product will be recovered from the contractor's outstanding bills at the prevailing market price which will not be lower than FOB (import) price of crude oil.

8.3 In case of sudden withdrawal of bowser/tanker without prior permission of the Company, a penalty shall be levied at the rate Rs. 400.00 (Rupees four hundred only) per day per tanker. This shall be in addition to the penalty

impossible as per clause No. 1.3(i) of the agreement.

#### 9.0 TANKER/ BOWSER AVAILABILITY:

9.1 The Contractor shall supply and maintain the services of all the tanker(s)/ bowser(s) in normal service EVERY DAY with drivers and attendant crew (wherever applicable) as required by the Company. In the event of default, the Contractor is liable to be penalised as per Clause no. 1.3 of BRC/ BEC. Such penalty will be recovered normally from the Contractor's running monthly/ outstanding bills. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

9.2 In case of default not leading to shut down, the Company Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary, the tanker(s)/ bowser(s) shall be released to the Contractor, whereupon it shall be treated as shut down and penalty as applicable shall be levied too.

9.3 In case of Bundhs, Road Blockade, Strike etc. called by other, if the tanker(s)/ bowser(s) is/ are not available for operations due to absence of driver or otherwise the tanker(s)/ bowser(s) will be treated as shut down and no payment will be made to the Contractor. However, if Company feels such shut down could have been avoided penalty will be imposed and shall be recovered from the Contractor's bills with proper intimation. It is clearly understood that 48 hours time allotted per month for general maintenance without deduction of pro-rata fixed change will not be adjusted against such bandhs/ strike period.

9.4 Major break-down: (A) In case of accident and consequence of non-availability of bowser(s)/ tanker(s)

i) Pro-rata fixed charges will be deducted but the same will not attract penalty, If contractor notifies in writing to the Company with adequate proof about accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the contractor shall be required in addition to other proof to be submitted.

ii) In the above case, if the Contractor gives a replacement bowser/ tanker of the same specification (with same vintage or latest) for the period of shut-down of the accident tanker/ bowser. pro-rata fixed charges will be payable to the Contractor during the period of utilisation of the replacement bowser.

However, this will not be applicable in case of:

i) Accident caused by rough/ rash driving or because of negligence of the driver engaged where a FIR is lodged by a third party and services of the bowser/ tanker are not available for formalities to be observed as per the laws of the land.

ii) The bowser/tanker is involved in litigation or in theft cases for which a case has been registered.

In such situations the bowser/ tanker will be treated as shut down and will attract penalty in addition to the deduction of pro-rata fixed charges.

(B) In case of major maintenance (exceeding 48 hrs allowable) fixed charges will not be payable and the same will attract penalty. However, if the contractor gives a replacement bowser/ tanker of the same specification (with same vintage or latest) for the period of shut-down of the tanker/ bowser, the same will not attract penalty. During the period of utilisation of the replacement bowser(s)/ tanker(s) pro-rata fixed charges will be payable to the contractor.

(C) In case of (A) & (B), the time required to repair and place back the bowser/ tanker into Company's service shall be decided by the Company representative which shall be final and not alterable. On expiry of such allotted time pending placement of the original bowser/tankers penalty will be recovered in addition to the deduction of pro-rata fixed charges.

#### 10.0 TERMINATION:

In the event of the Contractor's failure to placement tanker(s)/ bowser(s) in due time or render proper services as per terms of this Agreement, the Company reserves the right to terminate wholly or partially the Agreement with 30(Thirty) days notice in writing and on the expiry of this notice period, this service Agreement shall stand terminated and Contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.

10.1 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this agreement in whole or in part if the Contractor fails to perform any of his/her obligations under this agreement or if the contractor does not cure his/her failure immediately upon receipt of notice from the Company or during any such time as the Company may authorize in writing after receipt of default notice from the Company.

10.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.1 the Company may procure, upon such terms and in such manner as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the contractor shall continue performance of the contract to the extent not terminated.

10.3 The Company may at any time terminate the contract giving a written notice to the contractor without compensating him, if the contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occurred thereafter to the Company.

10.4 The Company may, in a written notice sent to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination. Becomes effective, which will be at least 30(Thirty) days after the date of the notice of termination. If the Company exercise this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The contractor will not be entitled to any damages or compensation on account of such termination.

10.5 This agreement shall stand partially or fully terminated in case of default due to delay in placement of tanker(s)/ bowser(s) beyond 4(Four) weeks from the due date of placement stipulated hereof and the contractor shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

10.6 The Company may, at any time, terminate the contract of if any of his / her bowser is found involved in crude oil pilferage case and a police case is registered against the same.

#### 11.0 BILLING & PAYMENT:

11.1 For the purpose of payment for the service rendered the Contractor shall :

- i) Accept as final the daily log book as per Proforma-I which must be signed on a daily basis by the Company's Engineer/representative. Any deletions and/or overwriting on the Daily Log Book must be avoided as far as practicable and if such deletions and overwriting are incidence, the same must be countersigned by the Company's Engineer, otherwise the Monthly Kilometrage Statement-cum-bill shall not be accepted. Proforma-I must be made out in triplicate of which one copy is to be retained by the Contractor Supplier for preparing the monthly kilometrage statement-cum-bill only at the end of each month.
- ii) a) Prepare monthly kilometrage statement-cum-bill as per Proforma-II and submit the same to the Company's Engineer for verification at the end of the month. The monthly kilometrage statement-cum-bill must be accompanied with a certificate every month furnished by the the Contractor as per Proforma-III towards his/her compliance with the Statutory Acts effecting the operation of this service agreement.
- ii) b) The monthly kilometrage statement-cum-bill must include a factual record of based on daily log sheet for services rendered as per instructions of the Company's Engineer, i.e., for Company duty only and should exclude

for payment the following :

- Such kilometreage and time as may be involved for refueling is in excess of the allowable time.
- Such hours/days or part thereof as may be involved on for routine servicing and maintenance in excess of 48(Forty Eight) hours in a calendar month.
- Such hours/days or part thereof as may be involved in any month when the tanker(s)/bowser(s) was/were shut down due to default or otherwise.

ii) a) Accept such adjustments on the monthly kilometreage statement-cum-bill as the Company's Engineer may make on account of all or any of the following :

- A) Deductions for defaults/shut downs not shown correctly.
- B) Deductions for penalties in case of breach of contract.
- C) Adjustment of kilometreage and corrections as per Clause 5.7(a) hereof agreement.
- D) Such other adjustments as the Company's Engineer shall consider necessary as per the requirements of the situation prevailing, the Company's decision in which regard shall be final.

11.2 The monthly kilometreage statement-cum-bill shall be certified by the Company's Engineer after adjustments have been made as reflected hereof and shall be processed for payment on receipt of a clear and unambiguous bill for payment along with the original of the Daily Log Book for that month.

11.2.1 Only Journey authorised by the user department shall be taken as 'Authorised' Journey and will only be considered for payment.

11.2.2 Payment shall be made for the days/kilometreage actually logged on Company's duties as per instructions of the Company's Engineer and as reflected in the Daily Log Book.

11.2.3 For the days or part thereof when the services envisaged under this agreement are disrupted due to default/shut down etc, penalty will be applicable.

11.2.4 In case of a default by the Contractor leading to partial or total shut down of the services envisaged under this agreement whether for a full day or part thereof, penalty as per clause no.9.0 of part-I of the agreement shall be levied for each such default on pro-rata basis. The penalty livable shall be deducted from the monthly bills of the Contractor.

11.2.5 In case of any situation not provided under this agreement, the Company's Engineer or any other person authorised on his/her behalf by the Company, shall have the right to decided upon any further claim on the facts and circumstances, which shall be binding upon the contractor.

11.2.6 Expenditure towards Entry fees/ Parking charges incurred by the bowzers enroute to Loading/ Unloading Stations will be reimbursed on actual basis on production of Receipts/ Cash memo in original.

## 12.0 TERMS OF PAYMENT:

The company will make payment only for the journeys/trips authorized by the Company's Engineer.

12.1 On receipt of the Monthly statement-cum-kilometreage Bill the Company's Engineer shall verify the same with the Daily Log Book and shall process the same after making adjustment as may be necessary for Payment Monthly kilometreage statement/ bills submitted by the Contractor will be cross-checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company will have right to make necessary corrections in the statement/bill submitted by the Contractor before certifying/countersigning the same for processing payment.

The monthly statement-cum-kilometreage bill must be accompanied with the following :

- i) Daily Log Book in original for the month.
- ii) Statutory compliance statement per Proforma-III

12.2 The Company shall pay the Contractor during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement.

12.3 The Company shall within 30(Thirty) days of receipt of invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.

12.4 The Company will make monthly payment subject to adjustment/deduction as necessary for the services rendered in each calendar month and will endeavor to pay before expiry of 30(Thirty) days from the date of submission of monthly kilometreage statement-cum-bill as per Proforma-II annexed herewith and a certificate as per Proforma-III annexed herewith for the month for every tanker(s)/bowser(s) on the basis of accepted rates calculation as mentioned in Part-I of this service agreement. The above period shall be counted from day when all kilometreage statements in respect of all tanker(s)/bowser(s) to be deployed under this agreement are received by the Company.

12.5 In absence of the certificate as per Proforma-III, bill will not be processed for payment and any delay arising out of the same shall be attributable to the contractor.

12.6 A daily log book will be maintained in triplicate. The contractor's representative or his/her driver should collect the original and a copy of the daily log book has to be submitted with statement-cum-bill in Proforma-II for claiming payment.

12.7 Payment will be made monthly upto the amount 90% (Ninety percent) of the value of the work done. Balance 10(Ten) % will be retained as retention money. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviation and any deductions and the measurement shall be checked and certified by the Company engineer before any such final payment is made. The amount of retention money shall be released after 6(Six) months from the date of issue of completion certificate from the concerned depts.

12.8 All payments will be made by the Company to the Contractor by cheque to the Contractor's bank account. Payment of any invoice shall not prejudice the right of the Company to question the validity of any charge therein, provided Company within one year after the payment shall make and deliver to Contractor written notice of objection to any item the validity of which Company questioning.

12.9 For any reimbursement claim made by the Contractor after expiry date of this Contract will not be entertained.

#### 13.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

The contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the tanker(s)/bowser(s) or operation of the services envisaged under this agreement including liability under the Motor Tanker(s)/bowser(s) Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility.

#### 14.0 DURATION OF CONTRACT :

The terms of this contract shall be for a period of 2(Two) years commencing from the date of placement of first

bowser of the contract. On completion of two years, this Contract shall stand terminated without requiring any notice from either party to the other. The duration of the contract may be extended by 1(One) year at 10% reduced Fixed rate with same terms and conditions at the discretion of the Company.

#### 15.0 FORCE MAJEURE :

'FORCE MAJEURE' means except or otherwise specified in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under this agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms 'Force Majeure' as employed herein shall include , Acts of God. War, Revolt, Riots, Fire, Flood, illegal & unlawful Strikes, Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's tanker(s)/bowser(s) is/are or are to travel. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 48 (Forty Eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her claim.

#### 16.0 ARBITRATION AND CONCILIATION :

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1998. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

#### 17.0 LEGAL DISPUTE JURISDICTION :

Any legal dispute arising out of this contract will be settled within the jurisdiction of DIBRUGAH DISTRICT COURT, ASSAM.

#### 18.0 SPECIAL CONDITIONS OF CONTRACT:

##### 18.1 LIABILITY & INDEMNITY:

18.1.1 Except as otherwise expressly provided, neither the Company or its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the tanker(s)/bowser(s) or loss or damage to the property of the Contractor or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by willful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

18.1.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Contractor irrespective how such injury. Illness or death is caused by willful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

18.1.3 Except as otherwise, expressly provided, neither the Contractor nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by willful or gross negligence of the Contractor or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect defend, indemnify and hold harmless the contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

18.1.4 Neither the Contractor nor his/her servants, agents, nominees, assignees, contractors, sub-contractors shall

have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury illness or death is caused unless caused by willful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

#### 18.2 INDEMNITY AGREEMENT:

18.2.1 The contractor agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations/services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

18.2.2 The Company agrees to protect, defend, indemnify and hold the Contractor harmless from and against all claims, suit, demands, and causes of action, liabilities, expenses, costs, liens and judgment of sever kind and character, without limit. Which may arise in favour of the Company's agents, contractors and sub-contractors or their employees on account of bodily injury, death or damage to personnel/property as a result of the operations contemplated hereby regardless of whether or not the said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

#### 18.3 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by the Company or the Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand expense, cost or cause of action may be caused. Occasioned by or contributed to by the negligence, either sole or concurrent of either party.

#### 18.4 INSURANCE:

Comprehensive insurance of the Bowser: The contractor shall arrange comprehensive insurance of the bowser to cover all risks in respect of their personnel, materials and tanker(s)/bowser(s) belonging to the contractor or his/her contractors or sub-contractors during the currency of the Agreement and shall provide certificates of such insurance.

Insurance of Bowser crews against Personal Accidental Policy: The contractor shall arrange insurance of his/ her bowser crews against Personal Accidental Policy for any physical injury during mob violence (Coverage: Fatal, partial/ permanent disablement) while carrying out crude oil transportation duty. OIL will reimburse the contractors the premium amount to be paid to the Insurance Company for the purpose. The limit for sum to be insured will be as under:

For bowser drivers: Rs. 3,00,000.00  
For bowser helpers: Rs. 1,80,000.00

#### 18.5 TAXES & LEVIES:

18.5.1 Corporate taxes and other duties including Income-Tax arising out of this agreement shall be borne by the contractor as per the laws that may be in force from time to time.

18.5.2 Company shall withhold Income Tax as per rates, which may be in force from time to time as may be applicable to the operational services under this agreement.

## 18.6 ASSIGNMENT:

The contractor shall not assign his/her rights, duties and obligations arising under this agreement and sublet to any third person or party except in respect of payments to be received by contractors, if acceptable to the Company.

## 18.7 SUB-CONTRACT:

The contractor shall not sub-contract all or any part of the work envisaged under this agreement.

## 18.8 STATUTORY OBLIGATIONS:

The contractor shall bear all other expenditure, which may be deemed necessary or required towards fulfillment of his/ her obligations under the Statutory Acts during the tenure of this service agreement.

## 18.9 COMMENCEMENT DURATION AND MOBILISATION:

18.9.1 Contractor shall place the bowsers/ tankers within 15 days of notification of award, for inspection.

18.9.2 The duration of the contract will initially be for 2 years, which may be extended for another one year at the same rate, terms and conditions.

## 18.10 OIL TRANKERS/ BOWSERS:

18.10.1 The contractor shall have to provide the company the required nos. of bowsers/ tankers every day during the contractual period.

18.10.2 All the bowsers/ tankers for the service must be covered with the valid license from the appropriate Govt. authority.

18.10.3 Before commencement of the service the contractor must submit to Company full particulars of drivers, other work persons including valid licenses for the drivers. The company will arrange necessary permits/ passes for the drivers and other personnel to enable to enter into the company's protected area.

18.10.4 All the bowsers/ tankers to be provided for the service must be the same tanker(s)/ bowser(s) offered at the time of bidding for the contract and shall be road worthy.

18.10.5 Before the commencement of the service, the contractor shall produce the oil tankers to the company for thorough check up. Defects in the bowsers/ tankers, if any, pointed out by the company's representative shall forthwith be rectified by the contractor at his own cost, before commencement of the service.

18.10.6 Inspection of the bowsers/ tankers will also be made during the tenure of the contract as per programs furnished by the Company's representative. Rectification of defects, if any, revealed from such inspection must be carried out at the contractor's cost and without affecting the operations.

18.10.7 The contractor is deemed to be fully conversant with the current rules and regulations from the Govt. authority regarding handling and transportation of petroleum products and shall declare in writing to this effect.

18.10.8 All bowsers/ tankers for the service must be provided with suitable earthing arrangements, fire extinguishers in working conditions while carrying out the contractual obligations. In built First Aid Box in the driver's cabin with all requisite items must be provided. All the flange connections of the tank must be properly secured by welding metal strips on all the nuts on both sides.

18.10.9 Statuary warning as per OIL drawing No.1455 must be printed prominently over the tank body before commencement of the contract. The tank body of the bowser shall be painted throughout with 3(three) equal strips

of colour, i.e., Crimson Red, White and Olive Green on both sides.

18.10.10 All the bowsers/tankers must have valid documents like ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS CERTIFICATES, COMPREHENSIVE INSURANCE, TANK CALIBRATIONS CERTIFICATES, EXPLOSIVE LICENCE issued by the Govt. authority copies of which is to be submitted to OIL at the time of placement of bowsers/ tankers. Dipsticks are to be stamped & dated in accordance with the calibration certificates. Owner, Contractor's name and address with telephone number(s) shall be inscribed on the right side of the bowser/tanker.

18.10.11 The inscription 'ON OIL INDIA DUTY' must be displayed with signal red paint prominently at the center portion of the tank body on either side of each & every bowsers/ tankers deployed. The size of each letter should be 30 cm x 30 cm (approx).

18.10.12 The contractors shall not engage bowsers/ tankers engaged for transportation of crude oil/ condensate of the Company for other works.

18.10.13 During the entire tenure of the Contract the Contractor have to deploy the same bowsers/ tankers offered in the bid, unless agreed to by the Company on written request from the Contractor. Even, if agreed by the Company, the replacement tankers /bowsers should be of the same specifications of that of the original bowsers/ tankers and of same or latest vintage than the original bowser.

18.10.14 The Contractor shall not hire bowsers/ tankers for deployment under this contract from the party(s) blacklisted or the bowsers which are debarred on crude oil pilferage ground by the Company/ Govt Deptt/ PSU. An undertaking to this effect is to be submitted by the Contractor along with their bid.

18.10.15 ADDITIONAL TANKER(S)/ BOWSER(S): Company, depending upon the exigencies of work, may time to time require the services of additional tanker(s)/ bowser(s). As and when required by the Company, the contractor shall place these additional tankers/ bowsers at the same rate, terms and conditions of this contract. On being intimated about the requirement of additional tanker(s)/ bowser(s), the contractor shall mobilize these additional bowsers within the shortest period.

#### 19.0 PROCEDURES OF COLLECTIONS, TRANSPORTATION AND DELIVERY OF CRUDE OIL/CONDENSATE:

19.1 The contractor/ his representative is to collect requisition slip from the company's representative without which they will not be allowed to load crude oil in the tankers from the loading point.

19.2 The contractor/ his representative/ driver will check and verify the quantity and quantum of crude oil/petroleum product loaded to their tanker/ bowser by the company's personnel at loading point.

19.3 The contractor will ensure proper safety of loaded bowser/ tanker from the hazards of fire. No crude oil should leak from the body of the bowser/ tanker or drained off in any manner after sealing off the outlet points.

19.4 On taking delivery from the OIL's representative, contractor must ensure that the seals at the outlet of each chamber and the top cover on top of each chamber are intact till the crude oil is delivered at the unloading points.

19.5 The contractor must ensure that no loss of crude oil/ petroleum product occurs during transportation.

19.6 Loaded tanker must reach the unloading point within the stipulated time as given in the Clause-21.1 hereunder. Inordinate delay in travel time must be intimated in writing to the Company's representative either at the loading point or unloading point within a reasonable time not exceeding 24 hrs.

19.7 The seals fixed at the outlet of each chamber and top cover of each chamber of the bowser/ tanker must not be tampered. Company's representative at the unloading points will check and verify the seals before unloading the crude oil/condensate. In case of any doubt about the seals, Company will have the right to carry out thorough investigation and take necessary action as deemed fit.

19.8 There shall be no extra unloading arrangement in the bowser/ tankers other than the outlet at the manifold of the chambers.

19.9 The driver and other personnel engaged for the service should not be under influence of alcohol or any intoxication while carrying out the contractual obligations.

19.10 On completion of delivery, the contractor is to obtain signature of the Company's representative on delivery challans in token of delivering the right quality & quantity of the crude oil/ condensate at the unloading points. The receipt/ challan and the requisition slips are to be returned to the company at the office of the Engineer in-charge of the unloading point.

19.11 In case of any discrepancy/ dispute in dip measurement and any quality of the crude oil on arrival at the unloading point, the decision of the Company shall be final and binding on the contractor.

19.12 Company's representative at the unloading point/ station may refuse to accept loaded tanker/ bowser if there is reasonable proof of attempted tampering of the seals or pilferage of any nature. In such case, Company will handover the case to the Govt. authority at the earliest possible time.

19.13 The loaded tanker/ bowser are to ply on the specific routes as directed by the Company. Prior written permission is to be obtained from the operating department in case bowsers are to be diverted through an unspecified route.

19.14 In case of road blockade etc. the Contractor shall inform the operating department for diversion of the loaded tanker/ bowser through the alternate route.

19.15 Services of the tanker/ bowser are not to be utilised for carrying other than petroleum products during the tenure of the contract.

19.16 THE CONTRACTOR MUST ENSURE THAT THE QUANTITY AND QUALITY OF THE TRANSPORTED CRUDE OIL/ PETROLEUM PRODUCT SHALL REMAIN INTACT TILL THE CRUDE OIL IS DELIVERED AT THE UNLOADING POINT. ANY SHORTFALL &/ OR DETERIORATION OF THE QUALITY OF CRUDE OIL/ CONDENSATE SHALL BE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DEALT AS PER CLAUSE.. OF THE CONTRACT.

19.17 THE CONTRACTOR SHALL CARRY OUT ITS SERVICES SEVEN DAYS A WEEK THROUGHOUT THE CONTRACTUAL PERIOD AND EXTENSION PERIOD, IF ANY. HOWEVER , THE DUTY HOURS FOR THE CREWS OF THE BOWSERS(TANKER) WILL BE 12 (TWELVE) HOURS.

IN CASE THE CREW(S) IS/ ARE REQUIRED TO BE DEPLOYED BEYOND 12(TWELVE) HOURS IN A DAY. THE CREW(S) SHALL BE PAID OVERTIME WAGES AS PER THE RATE OF THE SCHEDULE OF WORK IN PART-II.

## 20.0 SPECIAL CLAUSES

### 20.1 TRAVEL TIME REQUIRED:

DISTANCE TRAVEL TIME should be @ 20 Km/Hour.

(above travel time will be reviewed time-to-time depending on the road conditions and other factors)

20.2 In case of delay in arrival to the unloading point by more than the specified time limit as given in clause 21.1 the bowser/ tanker driver shall bring a certificate from the Contractor giving detailed reason of such delay.

20.3 In case of shut-down/ breakdown of bowser/ tanker Contractor must ensure to bring the entire quantity of crude oil/condensate from such bowser/ tanker to the destination.

20.4 Except for reasons like breakdown of pumps, electrical failure, non-availability of desired steam etc. at the loading point/unloading point the Contractor will be solely responsible to meet all the situation for smooth uninterrupted lifting of crude oil to facilitate ullage of crude oil for the purpose of uninterrupted production of crude oil.

20.5 During any unforeseen bandh, strikes etc., the Contractor will take all necessary steps as advised by the Production (Oil) Department to facilitate uninterrupted operations.

**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC):**

**1.1 BID REJECTION CRITERIA (BRC):**

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

**1.2 TECHNICAL:**

The bidder must meet the following criteria:

1.2.1 The bidder shall have DIRECT experience in carrying out 'SIMILAR NATURE' of jobs in PSUs/ Central/ State Govt. Enterprises. The bidder shall provide necessary documentary evidence for the same.

'SIMILAR NATURE' means the bidder must be in the business (in his/her own name) of providing services for transportation of crude oil / condensate / other petroleum products / hazardous chemicals through tanker(s) / bowser(s) (having capacity not less than 9 Kls) and have the experience of 2 (two) years in successfully executing contract for such transport services during last 7 (seven) years (ending bid closing date).

1.2.2 The Bidder should have an average annual turnover during the last 3(three) years ending 31.03.2009 at least Rs.5.00 lakh (Rupees Five lakh only).

1.2.3 Bid will be rejected if not accompanied with adequate documentary proof (Refer Note 1 below) in support of experience and turnover as mentioned in Para 1.2.2 and 1.2.3.

Note -1:

A) For proof of Annual turnover, the following documents/ photocopies must be submitted along with the bid: -

- i) A certificate issued by a practicing Chartered/ Cost Accountants' Firm, certifying the Annual Turnover and nature of business. and
- ii) Audited Balance Sheet and Profit and Loss account.

B) For proof of requisite Experience, any one of the following document/photocopy must be submitted along with the bid: -

- i) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)'/ 'Service Entry Sheet (SES)' of jobs successfully executed during the last seven years ending bid closing date, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

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- ii) Certificate issued by any other Public Sector Undertaking/ Govt. Department (for jobs successfully completed during the last seven years ending bid closing date) showing:

- (a) Gross value of job done

- (b) Nature of job done and
- (c) Time period covering the financial year(s) as per the NIT.

1.2.4 The bidder shall submit Bank Account number, VAT Regd. number, Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

1.2.5 All the bowser(s) / tanker(s) to be offered for the service must be of model (year of manufacture) not earlier than 01.01.2005. Valid documentary evidence from the appropriate authority in support of ownership, year of manufacture, Road Permits, Registration, Road Tax, Fitness, Comprehensive insurance, Tank calibration certificate, Explosive licence, Pollution Certificate and Stamped dip stick for all the tanker(s) / bowser(s) offered by the bidder shall be provided along with the bid and also to be shown in Format in Annexure-I. However, the bidders who propose to offer new bowser(s)/ tanker(s) (to be built) must produce documentary evidence of purchase of the brand new chassis indicating make, model, engine number, and chassis number. But, all the documents mentioned herein above must be produced at the time of placement of the bowser(s)/ tanker(s).

1.2.6.

1.2.6.1 In case of attached tanker(s), owner of the tanker(s) should execute Affidavit attaching the tanker(s) with the bidder for the entire period of the proposed contract agreement. Format of the Affidavit is enclosed along with this Tender document (Annexure- II).

1.2.6.2 If the same tanker(s)/ bowser(s) found to be included in more than one offer, such bowser(s) will not be considered for award of contract.

1.2.6.3 The bidder must confirm to mobilise within 30(thirty) days (in case of old bowsers)/ within 75 (seventy five) days (in case of brand new bowsers) from the date of issue of Letter Of Intent (LOI) and start the job accordingly.

### 1.3 PENALTY :

i) For non-deployment of tanker(s)/ bowser(s) (excluding the allowable time for maintenance & refuelling time) penalty shall be levied at the rate of Rs. 1000 (Rupees one thousand) per day on pro-rata basis for up to 2 (two) hours delay for the period of non-deployment of the bowser(s)/tanker(s). Additionally, the pro-rata fixed charge for the period of non-deployment of the bowser(s)/tanker(s) will not be payable. Beyond 2 (two) hours of delay, penalty shall be levied at the rate of Rs. 1000.00 per day for the period of non-deployment in addition to the deduction of pro-rata fixed charge for the period of non-deployment of the bowser(s)/ tanker(s).

ii) In case of default as mentioned below, penalty shall be levied as per sub-clause 1.3(i) above.

- a) Delay in initial placement of tanker(s)/bowser(s) beyond the stipulated date.
- b) Unsuitability of the Driver or Attendant and/or working crew.
- c) Drunkenness and intoxication of the driver and/or the Attendant/crew.
- d) Non-availability of tanker(s)/bowser(s) due to any reason, whatsoever, including but not limited to the following conditions:

- i) Deteriorated mechanical condition of the tanker(s)/bowser(s) and/or breakdown.
- ii) Due to inadequate routine maintenance.
- iii) Time taken for routine serving/maintenance in any particular month in excess of time allowed for such maintenance in any month.
- e) Non-possession of the valid permits and licenses for the crew and tanker(s)/bowser(s).
- f) Non-supply of fuel.
- g) Delay in placement of tanker(s)/bowser(s) on any day as per the instruction of the Company Engineer and/or unauthorised and un-timely release of tanker(s)/bowser(s) on any day without prior permission and authorization from the Company /engineer during the tenure of this Agreement.
- h) If the Contractor bases the tanker(s)/bowser(s) at a station other than the stipulated Base Station without the authorization of the Company Engineer.
- i) Non-availability of tanker(s)/bowser(s) due to defects detected upon periodic inspection/tests by the Company.

- j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
- k) Non-availability of tanker(s)/bowser(s) or crew when required by the Company Engineer.
- l) Failure on the part of contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the contractor to abide with particular instructions as set out in clause 5.0 hereof and/or failure on part of the contractor to obey the instructions of the company engineer as set out in clause 6.0 hereof.
- m) Any other acts or commissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- n) Non-availability of tanker(s)/bowser(s)/crew when the Company's operations are normal :
- o) Non-availability of services due to unauthorised/lightening strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.
- iii) In case, the Contractor fails to place the bowser/tanker for duties in time on any particular day, without prior permission from Company, then delayed placement/duty timings will not normally be accepted. On such occasions bowser/tanker will be treated as shut-down and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given above.
- iv) Similarly, if the tanker/bowser is found to be deployed for any other duties during the period when released for parking at the base station and/or during the period when allowed for routine, Servicing/maintenance, then also tanker/bowser(s) will be treated as shutdown and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given in clause 4.0(l).

#### **1.4 COMMERCIAL:**

- 1.4.1 Bidders shall have to categorically quote the rates for their offer and confirm that the rates shall remain firm during the contract period and not subject to variation on any account except for increase/ decrease of diesel price.
- 1.4.2 The bidder shall furnish Bid Security for the amount as indicated in the forwarding letter along Bid. Any bid not accompanied by a proper bid security will be rejected.
- 1.4.3 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
- 1.4.4 The bid shall be typed or written in indelible ink and the original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.
- 1.4.5 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections must be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 1.4.6 Any bid containing false statement(s) will be rejected.
- 1.4.7 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents; otherwise, the bid will be rejected.
- 1.4.8 The Bid Documents are not transferable. Bids submitted by parties who have not been issued the Bid Documents from the Company will be rejected.
- 1.4.9 Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 1.4.10 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.
- Performance Security Clause
  - Tax liabilities Clause
  - Insurance Clause
  - Force Majeure Clause
  - Termination Clause

- Liquidated damages Clause
- Penalty clause

**1.5 GENERAL:**

1.5.1 In case bidder takes exception to any clause of Bidding Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.

1.5.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before ten days from the date of clarification sought by the Company, failing which the bid will be summarily rejected.

1.5.3 In case, any of the clauses in the BRC contradict with other clauses of Bidding Document elsewhere, then the clauses in the BRC shall prevail.

1.5.4 Bidder in their Technical bid only must spell out any exceptions/deviations to the tender. Any additional information/ terms/ conditions furnished in the "Price Bid" will not be considered by OIL for evaluation/ award of contract.

**1.6 BID EVALUATION CRITERIA (BEC):**

1.6.1 The bids conforming to the specifications, terms and conditions stipulated in the tender documents and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.

1.6.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total evaluated cost on the basis of rates quoted in the Price Bid Format.

1.6.3 In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same lowest price

PROFORMA - III

Name of Contractor \_\_\_\_\_

Agreement No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date : \_\_\_\_\_

This is to certify that all statutory regulations effecting the operations of the above-mentioned Agreement have been complied with for the services rendered to Oil India Limited during the month of \_\_\_\_\_

It is also certified and all drivers etc. employed by the undersigned in the operation of hired tanker(s)/ bowser(s)

contract under DCO\_\_\_\_\_ have been paid wages and the terms and conditions of their employment have been regulated strictly in accordance with the provisions of the relevant statutes/gazette notification governing the same.

Signature of Contractor \_\_\_\_\_

Name of the Contractor \_\_\_\_\_

Date : \_\_\_\_\_

FORMAT - II

I / We hereby declare that in the event of the award of the Contract I / we shall engage the following tankers in addition to the tankers owned by us

DETAILS OF TANKERS NOT BELONGING TO THE CONTRACTOR BUT TO BE DEPLOYED FOR THE SERVICE

BIDDER's NAME

Details of bowsers: (To be written as per the points mentioned below in Tabular Form)

Sl. No.:

Register No. of the tanker:

Owner's name in the register book:

Month & year of Manufacture:

Date of registration:

Tanker capacity:

Details of certificates as per the clause No.8.13 of forwarding letter (BRC/BEC):

Details of letter of intent from the tanker#s owner:

Signature of the bidder      Seal of the Firm

ANNEXURE-A

To,  
The Head-Contracts  
Oil India Limited  
Duliajan

Dear Sir,

Please find enclosed herewith the following documents for your perusal and necessary action.

Name of the firm : \_\_\_\_\_  
Nature of the firm : \_\_\_\_\_  
(Limited Company/Partnership/Sole Proprietor etc.)  
Year of establishment : \_\_\_\_\_  
Sale Tax Registration No. : \_\_\_\_\_  
Registered postal address : \_\_\_\_\_  
\_\_\_\_\_

Name of Directors : \_\_\_\_\_  
(in case of Company) : \_\_\_\_\_  
Name of Proprietor : \_\_\_\_\_  
(in case of sole proprietor) : \_\_\_\_\_  
Name of the partners : \_\_\_\_\_  
(in case of partnership) : \_\_\_\_\_  
\_\_\_\_\_

Permanent Income Tax No. \_\_\_\_\_  
Name of Banker, Place & A/c No. \_\_\_\_\_  
Name of person authorized to deal with the proceedings on behalf of the Contractor : \_\_\_\_\_  
(with attested 3 copies of the authorisation letter from the Contractor).

Yours faithfully

Signature : \_\_\_\_\_

Name in Block letters : \_\_\_\_\_

For M/s. : \_\_\_\_\_

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**WORKS CONTRACT**

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO6445P10/BD

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To  
 HEAD-CONTRACTS  
 Oil India Limited  
 DULIAJAN

SUB:SAFETY MEASURES  
Tender No : DCO6445P10/BD

Description of work/service :

Hiring of 03 (three) nos. of bowzers with self loading and unloading facilities for transportation of Low Wax Crude (LWC) to well site for Assam field.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date \_\_\_\_\_

M/s \_\_\_\_\_

CONTRACTOR  
 FOR & ON BEHALF OF